

State of Florida
Department of Financial Services
Invitation to Bid (ITB)
Number DFS FM ITB 13/14-05

**Supply and install fencing around the perimeter of the Florida
State Fire College**

Respondents are cautioned and reminded to read carefully and respond precisely and fully to all information contained on Forms PUR 1000 and PUR 1001 which, except as modified by this ITB (which constitutes Special Conditions to PUR 1000 and PUR 1001) are incorporated and are attached as the cover sheets to this Invitation to Bid as well as any requirements specified in the proposal itself. Under Florida law, an Invitation to Bid may not be negotiated.

CAUTION: Respondents are advised that Respondents shall submit a redacted version of the Response if Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority. This redacted copy shall be clearly titled "Redacted Copy." FAILURE TO PROVIDE A REDACTED VERSION WHEN CONFIDENTIALITY IS CLAIMED BY THE VENDOR MAY BE CAUSE FOR DETERMINATION OF NON-CONFORMANCE. FAILURE TO PROTECT A TRADE SECRET SHALL CONSTITUTE A WAIVER OF ANY CLAIM OF CONFIDENTIALITY.

TABLE OF CONTENTS

1.1	Purpose.....	4
1.2	Solicitation Objective.....	4
1.3	Term.....	4
1.4	Definitions	4
1.5	Special Accommodations.....	5
1.6	Contact Person – Purchasing Agent.....	5
	SECTION 2. ITB PROCESS	5
2.1	General Overview of the ITB Process.....	5
2.2	Timeline of Events.....	5
2.3	Mandatory Site Visit	7
2.4	Addenda to the ITB	7
2.5	Contract Formation	7
2.6	Disclosure of Response Contents.....	7
2.7	Withdrawal of Response	7
2.8	Diversity	7
	SECTION 3. RESPONSE INSTRUCTIONS.....	8
3.1	Purchasing Instructions and General Conditions	8
3.2	MFMP Registration.....	8
3.3	Who May Respond	8
3.4	How to Submit a Response.....	8
3.5	Cover Letter and Qualification Questions	10
3.6	Contents of Technical Response	11
3.7	Cost/Price Response (Separately Sealed)	12
3.8.1	Out-of State Preference Letter from Attorney	12
3.8.2	Certifications	13
3.8.3	Financial Statements	13
3.9	Redacted Submissions.....	13
3.10	Additional Information.....	14
	SECTION 4. SELECTION METHODOLOGY	14
4.1	Basis of Award	14
4.2	Evaluation Criteria	14
4.2.1	Technical Response Evaluation	14
4.2.2	Cost/Price Response Evaluation.....	14
4.3	Response Evaluation.....	14
4.4	Identical Evaluations of Responses.....	15
	SECTION 5. Additional Solicitation Terms.....	15

5.1	Insurance	15
5.2	Public Records Notice For the Solicitation Respondents.....	16
5.3	Modification of Terms.....	18
5.4	Electronic Accessibility.....	19
5.5	Limitation of Liability	19
5.6	Employment Eligibility Verification	19
5.7	Acceptance of Deliverables.	20
5.8	Export Control.....	20
5.9	Authorization of Business Third Parties to Access State Data	20
5.10	Functional Equivalents and Substitutions	21
5.11	Scrutinized Companies Notice to Respondents	21
5.12	Best Pricing Offer.....	21
5.13	Law Enforcement Requirements	22
5.14	Eligible Users	22
5.15	Grant Funding	22

Attachments

- A – Statement of Work
- B – Cost/Price Response
- C – Client References
- D – Identical Tie Response Certification

1.1 Purpose

Pursuant to section 287.057, Florida Statutes (F.S.), the State of Florida Department of Financial Services (Department or DFS) seeks Responses to this Invitation to Bid (ITB) from qualified vendors (Respondent) interested in supplying and installing fence around the perimeter of the 35 acre property at the Florida State Fire College, located at 11655 NW Gainesville Rd. Ocala, FL 34482.

1.2 Solicitation Objective

To furnish and install 9 gauge vinyl chain link fence around the perimeter of the property. Furnish and install gates in accordance with Attachment A – Statement of Work.

1.3 Term

The initial term of the contract will be upon execution of a purchase order, ending when work is completed. Expected performance period to be no longer than 90 days, more specifically described in the contract that results from this ITB (Contract).

1.4 Definitions

The following definitions apply to this ITB, in addition to the definitions in the PUR 1000 and PUR 1001 which are described in ITB section 3.1

1) Business Days - include Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida. "Day" means business day (defined as the Department's normal working hours) unless otherwise described.

2) Confidential Information - Any portion of the ITB or a Respondent's documents, data, or records disclosed relating to its Response that is not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other state or federal authority.

3) Contract - The agreement that results from this competitive procurement, if any, between the Department and the vendor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000.)

4) Contractor(s) - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.

5) Mandatory Requirements - Means that the Department has established certain requirements with respect to Responses to be submitted by Respondents. The use of "shall" or "will" (except to indicate simple futurity) or "must" in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the Request for Proposals Response or termination of the Contract.

6) Minor Irregularity - Used in the context of this solicitation and Contract, indicates a variation from the Response terms and conditions that does not affect the price of the Request for Proposals, does not give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.

7) Response - The materials submitted to the Department in accordance with the ITB by vendors qualified to bid. The solicitation Response may be referred to as bid or proposal.

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Purchasing Agent as identified in Section 1.6 of this. Requests for accommodation for meetings must be made at least five workdays prior to the meeting.

1.6 Contact Person – Purchasing Agent

Refer ALL inquiries to the Purchasing Agent/Procurement Officer. The Purchasing Agent is the sole point of contact from the date of release of this ITB until selection of a successful Respondent. All procedural questions and requests for clarification of this solicitation shall be submitted in writing to:

Department of Financial Services

Attn: Gloriann McInnis, Purchasing Services

200 East Gaines Street, Larson Building, Room B-24

Tallahassee, FL 32399-0317

Fax: 850-487-2389

Between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, Respondents to this solicitation or persons acting on their behalf shall not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing Agent as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response.

The Department will not talk to any vendors or their agents regarding a pending solicitation. Please note that questions will NOT be answered via telephone. Responses to questions posed to the Purchasing Agent in writing will be posted on the Vendor Bid System (VBS) website, at http://myflorida.com/apps/vbs/vbs_www.main_menu (modifies PUR 1001-5).

SECTION 2. ITB PROCESS General Overview of the ITB Process

2.1 General Overview of the RFP Process

The ITB is a method of competitively soliciting a commodity or contractual service under Chapter 287, F. S. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process. The ITB will initially be posted where Vendors can view and download all information. Vendors can submit formal questions in writing to the Purchasing Agent by the date listed in the timeline of events below. Once the Department posts the answers to the questions, Vendors may begin submitting Responses as indicated in section 3.4. Submission earlier than 10 days before the Responses are due is not recommended since the Department may post additional addenda. Responses must be submitted by the deadline listed in the timeline of events below. The Department will open the Responses in a public meeting. Prices will not be read at the ITB Opening.

Responses must satisfy certain mandatory minimum requirements in order to proceed into the detailed evaluation phase. All Proposals will be reviewed for compliance with these mandatory minimum requirements. Evaluators will verify that all mandatory technical requirements are met and addressed. Responses that meet these requirements will be accepted into a detailed evaluation phase. During the Evaluation Phase, the Department will evaluate all responsive and responsible Responses against the evaluation criteria set forth in this ITB. The Department will then post a notice of intent to award on the VBS.

2.2 Timeline of Events

The following schedule will be strictly adhered to in all actions relative to this solicitation. The Department reserves the right to make adjustments to this schedule and will notify

participants in the solicitation by posting an addendum on VBS. It is the responsibility of the Respondents to check VBS on a regular basis for such updates. Also, Respondents should provide contact information on Respondent's main point of contact to the Purchasing Agent to obtain adjustments to any applicable oral presentation or negotiation schedules.

Timeline of Events	Event Time Eastern Time (ET)	Event Date
ITB posted on the VBS		October 15, 2013
A site visit will be held at the Florida State Fire College - 11655 NW Gainesville Rd. Ocala, FL 34482. Site visit attendance for Respondents is mandatory . (See section 2.3)	9:00 A.M.	October 22, 2013
Deadline to submit questions to DFS Purchasing Agent.	3:00 P.M.	October 29, 2013
Department's anticipated posting date for answers to Respondents' questions on VBS.		November 1, 2013
Deadline to submit responses and all required documents to the Department.	3:00 P.M.	November 12, 2013
Response opening. 200 East Gaines Street, Tallahassee, FL 32399 Larson Building – Room B-24	3:00 P.M.	November 12, 2013
Anticipated date to post Notice of Intent to Award.		November 19, 2013
Anticipated contract start date.		TBD

The Department may not proceed with a contract award if a conflict of interest is based upon the vendor gaining an unfair competitive advantage. Consequently, a vendor who holds the existing contract for substantially the same or functionally equivalent services or products (incumbent vendor) or a vendor who develops a feasibility-type program for implementation according to section 287.057 (17), F.S., must, prior to an agency issuance of a solicitation or if discovered after solicitation posting, before solicitation response to Questions provide a mitigation plan and provide all documentation supporting a non-proprietary description of the technical and service requirements for migrating to the technical functionality of this solicitation to a new provider. The incumbent vendor shall provide this mitigation if discovered after solicitation posting, before solicitation Response to Questions.

The purpose of this requirement for the incumbent who seeks to respond to this solicitation is to (1) to ensure that prospective Respondents have access to information necessary to respond to the solicitation and participate in negotiation without an unfair competitive disadvantage, and (2) because mitigation of an unfair competitive disadvantage is mandated by section 287.057(17), F.S. If such documentation is not provided prior to the

due date for the solicitation Response to Questions to be posted, the incumbent vendor's solicitation Response, if competing, may be deemed nonconforming or the Department may subtract evaluation points from the evaluation of the vendor's Response for failure to provide timely mitigation and migration functionality documentation.

2.3 Mandatory Site Visit

There will be a Mandatory site visit on October 22, 2013 at 9:00 A.M. (ET) at the Florida State Fire College, 11655 NW Gainesville Rd. Ocala, FL 34482.

If the qualified participant/primary contractor does not attend or send a representative to the mandatory site visit that participant's Response will be deemed non-responsive.

All bidders must attend a mandatory site visit. The purpose of a site visit is to afford bidders the opportunity to view the construction site for the purposed fencing project.

If reasonable accommodations are needed for you to participate in this meeting, please call Bill Wentlandt (352-369-2829) 48 hours in advance so that arrangements can be made.

Directions for site visit: Turn off 25A (NW Gainesville Rd.) into the Fire College. Proceed down the long driveway and make the first left hand turn. The building you will be facing is the main administration building. Guest parking is available immediately in front of the building. Come into the main lobby and proceed to the receptionist on your right for direction.

2.4 Addenda to the ITB

The Department reserves the right to modify this ITB by issuing addenda. Addenda will be posted on VBS. It is the Respondent's responsibility to check for any changes.

2.5 Contract Formation

The Department will enter into a contract with the Respondent awarded pursuant to section 4.4 in the form of a purchase order. The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting a Response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. If there are any perceived inconsistencies among any of the provisions of the ITB and its attachments, Respondents shall bring these inconsistencies to the attention of the Department prior to the submission of the Response.

2.6 Disclosure of Response Contents

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Respondent unless it is withdrawn prior to the Response opening in accordance with section 2.7.

2.7 Withdrawal of Response

Respondents may modify a Response at any time prior to the Response due date.

2.8 Diversity

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, small, minority-, veteran-, and women-owned business enterprises are

encouraged to participate in the State's procurement process as both prime Respondents and subcontractors under prime contracts.

SECTION 3. RESPONSE INSTRUCTIONS

3.1 Purchasing Instructions and General Conditions

Respondents are cautioned and reminded to read carefully and respond precisely and fully to all information contained on Forms PUR 1000 and PUR 1001 which, except as modified by this ITB (which constitutes Special Conditions to PUR 1000 and PUR 1001) are incorporated herein.

PUR Form 1001, General Instructions to Respondents, and PUR Form 1000, General Conditions, except as modified by these Special Conditions, are incorporated and are attached or available online at http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms. The requirements of this ITB shall be considered special conditions or special instructions for purposes of superseding the provisions of PUR 1000 and PUR 1001 in compliance with Rule 60A-1.002(7), Florida Administrative Code (F.A.C.).

Inapplicable Provisions of PUR 1000 General Conditions:

The following provisions found in the PUR 1000, attached in the VBS, are not applicable to this ITB:

- Section 2. Purchase Orders;
- Section 4. Price Changes Applicable only to Term Contracts is hereby amended to remove subsection (b), Best Pricing Offer.
- Section 4(b) Preferred Pricing
- Section 27. Purchase Order Duration

3.2 MFMP Registration

Respondents must, by the time the contract is signed, have a current vendor registration and be active within the MyFloridaMarketPlace (MFMP) Vendor Information Portal at <https://vendor.myfloridamarketplace.com/>.

Unless exempted under Rule 60A-1.030-.032, F.A.C., each vendor doing business with the State of Florida shall submit reports and be assessed a Transaction Fee of one percent (1.0%), on its payments under a Contract, which must be remitted within 40 days after receipt of payment for which such fees are due or the vendor shall pay interest at the rate established under section 55.03(1), F. S., on the unpaid balance from the expiration of the 40-day period until the fees are remitted. (see PUR 1000-14).

3.3 Who May Respond

The Department will evaluate Responses from responsive and responsible fence companies, who are currently doing business in the State of Florida. Respondents must meet the mandatory criteria listed in section 3.5, and must answer the qualifications questions "yes" in order to be considered for award.

3.4 How to Submit a Response

The Department is not liable for any cost incurred by a Respondent in responding to this solicitation. The Respondent is required to examine carefully the contents of the solicitation and be thoroughly informed regarding all of its requirements.

The objective of this solicitation is to elicit firm contractual offers subject to the Department's acceptance.

For a Response to be responsive the respondent must be committed to enter into a contract based on this ITB and the Respondent's Response. If a Response contains language which withdraws or negates commitments to requirements of the ITB, or qualifies the Response such that it is not a firm offer to contract under terms consistent with the requirements of this ITB, the submission shall be subject to being deemed nonresponsive and rejected. Respondents are cautioned to carefully proofread responses to ensure the removal of boilerplate disclaimers which have the effect of negating commitments made elsewhere in the Response. Respondents must answer the qualification questions listed in section 3.5 in order to be able to submit a Response.

Responses that fail to submit all required information will be deemed non-responsive. Responses shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITB. The emphasis of each Response shall be on completeness and clarity of content.

Respondents are responsible for submitting their Responses by the date and time specified in section 2.2 of this solicitation. The Department will not consider late Responses.

The Sealed Response must be received in the Purchasing Office at 200 East Gaines Street, Larson Building, Room B-24, Tallahassee, FL 32399-0317 to the attention of Gloriann McInnis, Purchasing Services by the deadline listed in the Timeline in section 2.2. All responses received by the deadline will be opened in the Purchasing Office at that time. Mark the Response package clearly on the outside with: RESPONSE NUMBER ____, DATE AND TIME OF RESPONSE OPENING, number of binders (as described below). Provide one (1) original and one (1) copy of the Response. Also include one (1) electronic copy of the Response. (This submission requirement replaces the submission instructions in PUR 1001-3

a) The "original" Response will contain the originals of any documents required to be signed as part of the Response submission (e.g., the original signed cover letter). The original Response as submitted should bear the following printed information on both its outside front cover and on its spine:

- Respondents exact legal name, in which name of the contract would be awarded
- Response regarding ITB # DFS FM ITB 13/14-05
- ORIGINAL, Binder __ of __

b) Include with the copies of the Response, photocopies of signed documents. Bind each copy in a 3-ring binder(s) just as the original, with a complete and exact duplicate of the original. For each copy, all sections may be contained in one binder clearly labeled at each section and tab. Each copy of the Response should bear the following printed information on both its outside front cover, and on its spine:

- Respondent's name in which the contract would be awarded
- Response regarding ITB # DFS FM ITB 13/14-05
- Copy # ____, Binder __ of __

c) Also, Respondent shall submit a redacted version of the Response if Respondent considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure

pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority. Respondent must also simultaneously provide the Department with a separate redacted copy of its Response. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." See ITB section 3.9. Failure to provide a redacted version when confidentiality is claimed by the Respondent may be cause for determination of non-conformance. **RESPONDENTS SHALL NOT MARK THE ENTIRE RESPONSE AS TRADE SECRET. ANY RESPONSE SO MARKED WILL NOT BE CONSIDERED.**

- d) Communications. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussion with any Department employee. Only communications which are in writing from the Department may be considered as duly authorized communications on behalf of the Department. During selection, the respondent, its agents and employees will not engage in any written or verbal communication with any Department employee whether or not such individual is assisting in the selection of the Respondent, regarding the merits of the Respondent or whether the Department should retain or select the Respondent. The Respondent will not engage in any lobbying efforts or other attempts to influence the Department or the evaluation team in an effort to be selected. The selection period shall begin according to the Timetable in section 2.2.

3.5 Cover Letter and Qualification Questions

The cover letter shall be on the letterhead of the entity submitting the Response. The letter shall be addressed to the Department's Purchasing Agent, must be dated, and signed by an individual who has the authority to bind the Respondent. The Respondent must state that it agrees to each of the Department's mandatory technical requirements of this ITB to qualify for selection under this ITB. Respondents will submit a Yes/No Response to the following Qualification Questions with their cover letter. A Respondent must meet the qualifications identified in the following Qualification Questions in order to be considered for award. The Department will not evaluate Responses from Respondents who answer "No" to any of the Qualification Questions.

- a) Does Respondent certify that the person submitting the Response is authorized to respond to this ITB on Respondent's behalf?
- b) Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?
- c) Does Respondent certify compliance with section 9 of the PUR 1001, representations?
- d) The Respondent agrees to not seek indemnification from the Department for any costs or services.
- e) Does the Respondent meet the requirements for Insurance as outlined in section 5.1 of this ITB?
- f) Did the Respondent submit a separately sealed cost or Cost/Price Response (Attachment B) per the instructions in section 3.7?

Responses shall be considered nonresponsive if they contain disclaimers in either a technical or price Response that the Response is for evaluation purposes only and should

not be interpreted as a binding offer or commitment on the part of a Respondent. Including alternate provisions or conditions to this solicitation that are not consistent with the primary goals of the solicitation may result in the Response being deemed nonresponsive to the solicitation.

Failure to comply with each of the requirements listed above may result in the response being deemed non-responsive and therefore may not receive further consideration in this ITB process.

3.6 Contents of Technical Response

Respondents are encouraged to minimize redundancy and provide concise responses. Provide a straightforward description of services to be provided and capabilities to satisfy the requirements of this ITB. Responses are to be organized in sections as directed below. Respondents shall complete each section entirely or the Respondent may be deemed nonresponsive. Conditions and specifications, which are considered mandatory requirements are expressed with the word "shall" or "must" in the description of the requirement. Bids that fail to demonstrate both willingness and ability to comply with such a condition or specification will be considered non-responsive and will be disqualified.

The Response shall be organized as follows:

Section 1 Company Information

Section 1 shall contain the following information:

- a) Company name and address(es).
- b) The company's principle place of business. No pricing information should be included in the Company Information.
- c) Submit a copy of its registration with the Department of State, which authorizes the company to do business in Florida.

Section 2 Experience and Ability to Provide Commercial Fencing

Section 2 shall contain the following information:

- a) Prior work experience with similar contracts or services for commercial fencing.
- b) State the number of Florida jobs that will be created by the Respondent in performance of the proposed Contract.

Section 3 References

Use the attached Reference Form Attachment C to obtain, and provide with the Response, completed references from at least three (3) customers under which Respondent provided commodities or services similar to those requested in this ITB.

Respondents shall identify at least three (3) references from businesses or governmental agencies that the Respondent has provided fencing installation of similar scope and size to the services identified in the ITB. The References provided in a Response will not become part of the Contract.

References shall pertain to current and ongoing services or those that were completed prior to August 2013. References shall not be given by:

- Persons employed by the Department within the past three years.

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Section 4 Qualifications and Technical Specifications

The mandatory minimum qualifications (Minimum Qualifications) are: at least 3 similar jobs of this size that have been successfully completed on time and on budget.

To fence the perimeter of the property of Florida State Fire College located at 11655 NW Gainesville Rd. Ocala, FL 34482.

Install approximately 1000' of 6' 9 gauge green vinyl chain link fence on 2" line posts and 1 5/8" top rail. All material should be industrial grade.

Install approximately 6,000' of 8', 9 gauge galvanized chain link on 2" line posts and 1 5/8" top rail. All material will be industrial grade.

There will be 2, 16' w x 8' h cantilever gates

3, 16' w x 6' h cantilever gates.

Layout of project should be based on survey provided.

Clearing of fence line should be included.

Section 5 Optional Forms

Identical Tie Response (Optional to the Respondent) Attachment D

Whenever identical solicitation Response points are received, preference shall be given to the Response certifying in accordance with Rule 60A-1.011, F. A. C. See ITB section 3.8.3 for the preference letter that is mandatory when applicable. It is optional to include an Identical Tie Response Form attached as Attachment D if applicable to the Respondent. The Identical Tie Response Certification will not become part of the Contract.

3.7 Cost/Price Response (Separately Sealed)

The Cost/Price Response, Attachment B, must include the price proposed and a signature by an authorized representative of the Respondent.

Provide with the Price Response a worksheet that states:

- Price, which must be specified in the Response;
- If the Department contemplates renewal of the contract, the price for each year for which the contract may be renewed; and
- Consideration of the total cost for each year of the contract, including renewal years, as submitted by the Respondent.

3.8 Other Documentation to be Provided with the Response

Please provide a sample copy of your written 2 year labor warranty and applicable equipment and material warranty.

3.8.1 Out-of State Preference Letter from Attorney

Any Respondent who stated in section 3.6 that its “principal place of business” is outside of this state must submit with its Response a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, “principal place of business” means the state in which the Respondent’s high level officers direct, control, and coordinate the Respondent’s activities.

If the Respondent’s principal place of business is in Florida, please provide a statement to that effect.

3.8.2 Certifications

In the event that the Department’s evaluation results in identical evaluation results of Responses, the Department will select a Respondent based on the criteria identified in Rule 60A-1.011, F. A.C. Please provide the Identical Tie Response Certification, Attachment D according to ITB section 3.6.

3.8.3 Financial Statements

Include independent evidence of sufficient financial resources and stability for Respondent(s) to provide the services sought, such as audited financial statements that include balance sheets and income statements. If audited statements are not available, provide CPA reviewed statements. If reviewed statements are not available, provide CPA compiled statements. Regardless of whether audited, reviewed, or compiled cash flow statements are provided, provide the related CPA's opinion concerning the statements. Financial statements will not become part of the final Contract.

3.9 Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F. S., the Florida Constitution or other authority, Respondent must mark the document as “Unredacted version – contains Confidential information”, place such information in an encrypted electronic form or a sealed separate envelope, and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

The Department will follow the procedures identified in ITB section 5.2, Public Records, if the Department receives a request for confidential trade secret information that has been clearly identified as such, in writing by the Respondent.

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire document, data, or records submitted to the Department in answer to a public records request for these records.

3.10 Additional Information

By submitting a Response, Respondent certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested will result in disqualification of the Response.

SECTION 4. SELECTION METHODOLOGY

4.1 Basis of Award

A contract(s) will be awarded to the responsible and responsive Respondent(s) whose Response is assessed as providing the best value to the State by using the evaluation criteria listed in section 4.2.

The Department reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected. The Department may request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award. Failure to provide the additional requested information may result in rejection of the Response.

4.2 Evaluation Criteria

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may attend, but they are not required to do so. The Department may choose not to announce prices or release other materials pursuant to section 119.07(1) (b), F. S.

Responses must satisfy certain mandatory minimum requirements, identified in ITB section 3.5, in order to proceed into the detailed evaluation phase. **WARNING:** Responses that fail to meet these mandatory minimum requirements will be rejected and considered no further in the evaluation process.

4.2.1 Technical Response Evaluation

All Responses will be reviewed for compliance with these mandatory minimum requirements. Responses that meet these requirements will be accepted into a detailed cost evaluation phase.

4.2.2 Cost/Price Response Evaluation

The Purchasing Agent will open the Price/Cost Responses and they will be evaluated separately. The Department will evaluate the Response first for nonconformance and score only the Responses determined to be in complete conformance with the ITB, based on the ITB requirements. Cost evaluation criteria include the total cost for each year of the contract, including renewal years. The lowest responsive and responsible bid will receive first ranking.

4.3 Response Evaluation

In determining whether to select or reject a Response, the Department will consider and evaluate all information submitted in response to this ITB, including information presented during oral presentation, if required; and to this extent, each requirement for solicited information is a nonconformance evaluation criterion. Responses that do not contain all the required information may be considered non-responsive and may be rejected. In its assessment of Responses, the Department will (1) analyze the information submitted in relation to the information requirements and evaluation criteria of this ITB, (2) analyze the applicable provisions of the Florida Statutes and the Florida Administrative Code, (3) will compare each Response to the other Responses submitted, and (4) will evaluate Responses that are responsible and responsive. Respondent(s) may be invited to provide more detailed clarifications of their Responses, to provide interactive presentations of the Responses. Based on the clarifications, the Department will either award the contract or reject all Responses. After evaluations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

The Department will coordinate a contract in the form of a purchase order between the Department and the successful Respondent(s), that incorporates this Invitation to Bid and the awarded Respondent's Response as soon as possible after the posting of the notice of award on the Vendor Bid System (VBS) website, http://myflorida.com/apps/vbs/vbs_main_menu.

The Department is not bound to enter into a contract with the winning Respondent unless the Department is able to determine that the Response and price are considered fair, competitive, and reasonable. This procurement will not result in an exclusive license to provide the services or products described in this ITB or the resulting contract. The Department may, in compliance with applicable law, contract with other vendors to provide the same or similar services

4.4 Identical Evaluations of Responses

In the event that the Department's evaluation results in identical evaluations of Responses, the Department will select a Respondent based on the criteria identified in Rule 60A-1.011, F. A. C., and applicable Florida law.

SECTION 5. Additional Solicitation Terms

The requirements of this ITB including the attached contract form shall be considered special conditions or special instructions for purposes of superseding the provisions of PUR 1000 and PUR 1001 in compliance with Rule 60A-1.002(7), F.A.C.

5.1 Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, this includes the following types of insurance for anyone directly or indirectly employed by the Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the Contract Manager:

- a) Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- b) Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
- c) Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440, F.S.

Such coverage may be reduced with the consent of the Contract Manager since certain subcontractors have potentially less exposure in liability than other subcontractors. Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless Contractor is licensed or authorized to self-insure for a particular coverage listed above in the state of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida. Upon request, the Contractor shall provide its certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

5.2 Public Records Notice For the Solicitation Respondents

The final form of contract is a public record and will be posted online as part of the Transparency Act.

- a) Solicitation Responses. Sealed bids, proposals, or Responses filed in response to this competitive solicitation are temporarily exempt from public record requests. Pursuant to section 119.071(1)(b), F. S., these Responses are exempt only until the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final Responses, whichever is earlier. Notwithstanding any contractual provisions to the contrary, the Department is obligated to make available for inspection or copying any non-exempt public record pursuant to the requirements of chapter 119, F. S., the Public Records Act, and Article I, section 24 of the State Constitution. As such, upon receipt of a request to inspect or copy a Response to this competitive solicitation, the Department will make Responses to this competitive solicitation that are no longer exempt pursuant to section 119.071(1)(b), F. S., available for inspection or copying upon receipt of a public record request as required by chapter 119, F. S., the Public Records Act, and Article I, section 24 of the State Constitution.
- b) Confidential Trade Secret Information: Trade secrets are not solicited or desired as submissions with Responses. Pursuant to section 812.081, F. S., a person who claims that information is a trade secret must take measures to protect such information and to prevent it from becoming generally available. As such, if Respondent includes in its Response information that Respondent considers to be a trade secret that meets the definition provided in section 812.081, F. S., Respondent shall file a notice of trade secret with the Department that puts the Department on notice that Respondent has included trade secret information in its Response. Furthermore, if a Respondent reserves the right to assert that a portion of its response is a trade secret, Respondent shall provide the Department with an additional copy of its Response that has been redacted to conceal only that information that Respondent claims to be a confidential trade secret meeting the definition of a trade secret as provided in section 812.081, F. S., and is clearly identified as having had trade secret information redacted, that is labeled "CONFIDENTIAL TRADE SECRETS."
- c) Other Confidential Records. The provision of redacted contract information on a website for public viewing does not alleviate the duty of the Department nor the Contractor to respond to a public records request. The response to the requestor may include referral to the website for viewing the identical (redacted) version. Should the Respondent or Contractor provide information deemed confidential or exempt from the Florida Public Records Act, then the Respondent or Contractor shall place such information in an encrypted electronic form or a sealed separate envelope provide the Department with an additional copy of its documentation containing such information that has been redacted to conceal only that information that Respondent claims to be a confidential.

- d) The awarded Respondent (Contractor) is responsible for becoming familiar with the Florida Public Records Act with regard to records associated with the Contract. If a public records request is made to the Contractor, the Contractor will: immediately notify the Department of such request; process the request as approved by the Department's Public Records section; provide the Department progress status reports; and provide a copy of its intended redacted version in case there is a public records request. For noncompliance by the Contractor with section 119.0701, F.S., or the above requirements regarding response to public records requests (collectively Public Records Tasks), the Department at its option may enforce these provisions by exercising "Step-In" rights as described in the contract section regarding remedies or according to the termination provisions of the contract or both. If a public record request is made to the Department for documentation related to this solicitation and the resulting Contract, the Department will notify the Respondent or Contractor of such request if the Respondent or Contractor has provided the Department with a notice of trade secret or other confidentiality as noted above. If a public records request is made to either the Department or the Respondent, the Respondent shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. Any prospective vendor acknowledges that the protection afforded by section 815.045, F. S., is incomplete, and it is hereby agreed that no right or remedy for damages arises from any disclosure based on the Respondent or Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. (Modifies PUR 1000-33 and PUR 1001-19). Contractor shall retain such records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).
- e) The awarded Contractor shall, to the extent required by section 119.0701, F.S., perform the following tasks to comply with section 119.0701, F.S., (a) maintain public records required by the Department to perform the service; (b) provide access on the same conditions and at a cost not exceeding that provided in section 119.07, F.S., (c) ensure exempt or confidential documents are not disclosed and (d) transfer public records at no cost to the Department on termination, destroy confidential duplicates, including remnant data, and provide electronic records in a format compatible with the Department's systems at no cost to the Department. For noncompliance by the Contractor, the Department shall enforce these provisions according to the step-in provisions or termination provisions in the Contract or both.
- f) The parties shall not be required to disclose to the public any materials protected by law, and disclosure of any confidential information received by the State of Florida will be governed by the provisions of Article I, section 24 of the Florida Constitution, and the Florida Public Records Act, Chapter 119, F.S., and exceptions thereto. The following records are specifically excluded from inspection, copying, and audit rights under the Contract:
- (a) Records of the Contractor (and subcontractors) that are unrelated to the Contract;
 - (b) Documents created by and for the Department or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the Department under the requirements of Chapter 119, F.S., and, Article I section 24 of the Florida Constitution; and
 - (c) The Contractor's (and subcontractors) internal cost and resource utilization data, or data related to employees, or records related to other customers of the Contractor, or any subcontractor who is not performing services under this Contract.

g) Step-in Rights

- (1) For noncompliance by the Contractor with tasks related to public records, the Department at its option may enforce these provisions by exercising "Step-In" rights as described below:
- (2) If the Department exercises its Step-In rights, the Contractor must cooperate fully with the Department (including its personnel and any third parties acting on behalf of the Department) and shall provide, at no additional charge to the Department, all assistance reasonably required by the Department as soon as possible, including:
 - a. providing access to all relevant equipment, premises and software under the Contractor's control as required by the Department (or its nominee); and
 - b. ensuring that the Contractor personnel normally engaged in the provision of the Public Records Tasks are available to the Department to provide assistance which the Department may reasonably request.
- (3) The Department's Step-In rights will end, and the Department will hand back the responsibility to the Contractor, when the Contractor demonstrates to the Department's reasonable satisfaction that the Contractor is capable of resuming provision of the affected Public Records Tasks in accordance with the requirements of the Statement of Work section and that the circumstances giving rise to the Step-In right cease to exist and will not recur.
- (4) The Contractor must reimburse the Department for all reasonable costs incurred by the Department (including reasonable payments made to third parties) in connection with the Department's exercise of Step-In rights and provision of the affected Public Records Tasks (Step-In Costs).
- (5) The Department will continue to pay the Contractor the charges (including that portion which relates to the affected Public Records Tasks) due for the products or services, provided that the Contractor reimburses the Department for the Step-In Costs. If the Contractor fails to reimburse the Department within 30 days of receipt of the Department's demand for payment of Step-In Costs, the Department is entitled to set off such Step-In Costs against a subsequent invoice.

5.3 Modification of Terms

- a) Any terms and conditions that the Contractor provides that attempt to modify the Contract or add additional restrictions of usage, license conditions, or requirements have no effect and are not enforceable under the Contract. (Modifies PUR 1000-42) Any proposed software license agreement, service level agreement, or any other draft agreement submitted in the Response shall not contain any provisions, unless such provisions are expressly negated in the Response, which:
 - (1) are inconsistent with Florida law,
 - (2) exclude, prohibit, or negate other contract documents,
 - (3) subject the State of Florida to the jurisdiction of another state, or
 - (4) provide that the State will indemnify the contractor or any other person,
- b) All work materials developed or provided by Contractor under the Contract and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the State of Florida, Department of Financial Services.

All elements of custom software developed within the scope of the contract shall be exclusively owned by the Department and shall be considered works made for hire for the Department.

Contractor further agrees to provide to the Department as part of the annual maintenance service hereunder all revisions, updates, improvements, modifications and enhancements (the Updates) to each licensed software program (Program) and/or item of equipment. An Update, once incorporated by the Department into the System, shall be considered part of the System for all purposes hereunder and shall not cause a loss of existing functionality. All such Updates will be provided free of charge. A product providing new, improved, or altered service performance which provides the same functionality as any equipment or Program provided hereunder shall be deemed an Update. Provision of maintenance hereunder shall not be contingent on Department upgrades or acceptance of Updates.

5.4 Electronic Accessibility

If applicable, section 508 of the Rehabilitation Act Amendments, 29 USC section 794, compliance information on the supplies and services in this contract are available on a website indicated by the Respondent in the Response or resulting Contract. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>. Contractor shall ensure that, as to its products and services and those it develops for the Department, the electronic and information technology accessibility requirements of section 508 of the Rehabilitation Act Amendments, 29 USC section 794 are met.

5.5 Limitation of Liability

a) Department's maximum liability

The Department's maximum liability for any damages, regardless of form of action, shall in no event exceed the contract price for the relevant products or services giving rise to the liability, prorated over a three year term from the installation of products or the date of performance of the applicable services.

Both Parties recognize that the Department, as an agency of the State of Florida, is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that the Contractor shall not be responsible for damages resulting solely and exclusively from the Department's negligence.

b) Contractor's maximum liability

The provisions of the ITB and its incorporated PUR 1000, section 20 shall apply but, for the avoidance of doubt, the limitations and exclusions of liability will not apply to exclude or limit the recovery of any damages required by Rule 60A-1.006, F.A.C., or attributable to any of the following:

- i) fraud, intentional torts, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of or by the Contractor (or an entity or person for whom the Contractor is responsible);
- ii) the Contractor's (or an entity's or person's for whom the Contractor is responsible) violation of applicable law or regulation; or
- iii) the Contractor's cessation or abandonment of any Services without providing Exit Transition Services substantially in accordance with the Contract.

5.6 Employment Eligibility Verification

a) E-Verify Employment Verification

- (1) The Chief Financial Officer has directed, in cooperation with the Governor's Executive Order 11-116, that the Contractor must participate in the federal E-Verify

Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Contract (or if the Contractor's subcontractors hire new employees to work on this Contract) during the term of the Contract. The Contractor agrees to provide to the Department, within thirty days of hiring new employees to work on this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website:

www.dhs.gov/e-verify

- (2) The Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Contract. The Contractor shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
 - (3) Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of the Contract and the Department may treat a failure to comply as a material breach of the Contract.
 - (4) In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.
- b) State-owned data will be processed and stored in data centers that are located only in the U.S. All Contractor personnel who will have access to State-owned data will undergo the background checks and screenings described above.

5.7 Acceptance of Deliverables.

All payments for products or services and authorized expenses, including travel expenses, will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverables and upon the written acceptance of said services and units of deliverables by the Department's designated Contract Manager. The Department reserves the right to reject deliverables as outlined in the Statement of Work as incomplete, inadequate or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance according to the performance criteria for each deliverable according to the Statement of Work. The Department, at its option, may allow additional time within which Contractor may remedy the objections noted by the Department and the Department may, after having given Contractor a reasonable opportunity to complete or make acceptable said deliverables, declare the Contract to be in default.

5.8 Export Control

Contractor certifies that by entering into this contract, it is, and during the term will ensure it remains, in compliance with the U.S. export control laws.

5.9 Authorization of Business Third Parties to Access State Data

The Department hereby authorizes the Contractor to provide access to Business Third Parties, and individuals directly or indirectly accessing the State Data on behalf of Business Third Parties, to the State Data and the Contractor represents that such access shall be in accord with the following: (i) each Business Third Party shall respond affirmatively to nondisclosure requirements protecting the Department's Confidential Information as set forth in a Nondisclosure Acknowledgment; (ii) all Business Third Parties accessing the State Data shall be licensed as Named Users; (iii) Business Third Parties are expressly

limited to screen access to the State Data; (iv) in no circumstances may Business Third Parties have access to modify State Data; (v) in no circumstances shall Business Third Parties Use the State Data in their operations or management of the business of such Business Third Parties; and (vi) such use shall not constitute an unauthorized exportation of any Confidential Information under U.S. Government laws and regulations.

The Department will assist the Contractor in resolving software malfunctions by providing the Contractor: temporary remote electronic access to the Department's system (within the parameters allowed by the Department's Project Management Office) for the sole purpose of conducting maintenance in accordance with the Contract; information and evidence of the malfunction; and appropriately qualified personnel available to answer questions and perform remedial functions.

5.10 Functional Equivalents and Substitutions

The Respondent shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine in its sole discretion whether a product is acceptable as an equivalent.

Minimum Qualifications for acceptance of substitutions:

- The substitute item shall meet or exceed the applicable requirements and specifications set forth in this ITB.
- Any substitute item shall be compatible with the existing deliverable at the time the substitute is proposed for use.
- The substitute item or service shall have the capacity and performance characteristics equal to or better than those of the item it is to replace.
- The substitute item or service shall offer the same or increased functionality as the item it is to replace.
- The substituted item must be approved, in advance, by the Department.

With any commodity offered as an equivalent, the Respondent must certify that it has consulted with the manufacturer and can represent it is not scheduled to be discontinued by the manufacturer within the next year; and if the manufacturer does discontinue the commodity, the Respondent shall certify that it will replace such part at no cost to the Department.

5.11 Scrutinized Companies Notice to Respondents

Prior to execution of the Contract, or subsequent renewal of the Contract, the Contractor must certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. (See <http://www.state.gov/s/ct>). As provided in section 287.135, F.S., the Department may terminate the Contract in the event the Contractor is found to have submitted a false certification as provided under section 287.135 (5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notice: Section 287.135, F.S., would operate to make businesses ineligible to contract with the State of Florida in specified circumstances. Currently, the 2012 changes to this section have been enjoined by a court of law. If ultimately upheld by the court, the Respondent who is awarded this contract may be required to amend the contract to certify compliance with the law, i.e. that the business is not and will not engage in business operations in Cuba or Syria. >>

5.12 Best Pricing Offer

During the Contract term, if the Department becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the

Contract, but upon the same or similar terms of the Contract, then at the discretion of the Department the price under the Contract shall be immediately reduced to the lower price. An Affidavit in the form provided by the Department is required yearly for contracts with this clause.

5.13 Law Enforcement Requirements

The Contractor shall comply with the Criminal Justice Information Security (CJIS) Security Policy (available from the Contract Manager). If the Contractor's manner of complying with the CJIS Security Policy requirements does not include end-to-end and at-rest encryption of all criminal justice information sent, received, or stored by the services solicited, which satisfies the specifications for encryption, Contractor shall sign and adhere to the Federal Bureau of Investigation, Criminal Justice Information Services Security Addendum, incorporated herein by reference, which will be provided upon request to the Contract Manager. A background check including fingerprinting needs to be completed on the selected candidate(s) for access to criminal justice information according to section 5.6 (b) above, and results need to be provided to the Department's designee before a contract will be issued.

5.14 Eligible Users

As provided in section 287.042(16)(a), F.S., other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the state. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. Upon such offer of sale, such additional agencies (Eligible Users) may acquire services, including maintenance, consulting, and training under this Contract. "Eligible Users" means political subdivisions of the state of Florida (county, local county board of public instruction, municipal, or other local public agency or authority), state universities, and any other public entities authorized by state statute section 287.012 (14), F.S., which may desire to purchase under the terms and conditions of the Contract.

5.15 Grant Funding

It is contemplated that Federal funds will pay for the services sought. Therefore the following apply:

Subject to receipt of federal funds, the following terms and conditions will apply:

- a) The Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under the Contract.
- b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- c) The Contractor shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- d) If the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the federal awards expended in its fiscal year, Contractor shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with

the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. In connection with the audit requirements addressed in subparagraph (d), The Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If the Contractor expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from the Contractor resources obtained from other than federal entities).

Attachment A – Statement of Work

The Florida State Fire College (FSFC) is located in Ocala, Florida, comprising approximately 37 acres, located at 11655 NW Gainesville Rd. Ocala, FL 34482.

The FSFC is soliciting proposals from qualified licensed contractors to install a perimeter fence and gates as a fixed price contract.

This perimeter fencing is required to appropriately secure the Florida State Fire College property and to significantly improve campus safety and to reduce the risk of liability to the agency.

Contractor shall provide services, labor and materials to install new fencing as follows:

1. Layout of project should be based on survey provided. Paying particular attention to the fence separation at the Railroad crossing on the survey, and how the property fencing is to be segregated at those points.
2. Obtain any/all permits applicable (county, state and/or railroad).
3. Clearing of fence line corridor to a width of not less than two (2) feet
4. Install fencing (Two sizes to include: A) Approximately 1000' of 6' 9 gauge green vinyl chain link fence on 2" line posts and 1 5/8" top rail) and B) Approximately 6,000' of 8', 9 gauge galvanized chain link on 2" line posts and 1 5/8" top rail). All material should be industrial grade. See material specifications below.
5. There will be a total of 5 gates with two (2) sets of gate sizes, to include: A) 2 gates (16' w x 8' h cantilever gates) and B) 3 gates (16' w x 6' h cantilever gates). All material should be industrial grade. See material specifications below.
6. Clean up the perimeter upon completion of the project.
7. Contractor shall be responsible for all measurements.
8. Contractor is to provide a written 2 year labor warranty and applicable equipment and material warranty.
9. Contractor shall provide a fixed cost for the proposal to include all deliverables.
10. All gates include side support poles and all required hardware. See material specifications below.
11. Working with the Florida State Fire College Management team for scheduling of project and timelines.
12. Any travel costs will be included in the fixed price bid proposal.

Based on the American Society for Testing and Materials (ASTM)

Materials:

Chain Link Fencing Fabric

1. Base metal of the fabric shall be a good commercial quality steel wire of number nine gauge. The fabric shall withstand the breaking load of one thousand two hundred ninety (1,290) pounds.
2. The fabric shall be zinc-coated weaving with a minimum 2.0 oz. of zinc per square foot of surface area and conform to ASTM A-392, Class II. The fabric shall be nine (9) gauge with a mesh size of two (2) inches and a diameter of .1483.
3. Fabric height shall vary according to the diagrams provided.

Post

1. End posts shall be standard weight, schedule forty (40) piping. Weight of material shall be in accordance with the diameter per foot.
2. Line posts shall be standard weight, schedule forty (40) piping. Weight of material shall be in accordance with diameter. Post shall be a maximum 10'0" on center.
3. All posts shall be set 3' 0" into concrete with concrete 4' 0" deep. Concrete shall be 2,000 PSI.

Top Rail

1. Top rails shall be standard weight, schedule forty (40) piping lengths into a continuous run. Couplings shall not be less than six (6) inches long with a 0.70 minimum wall thickness and shall allow for expansion and contraction of the rail. Suitable ties or clips shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding two (2) feet. Means shall be provided for attaching the top rail to each post. The top rail shall be zinc coated after fabrication, using zinc grade "E" in accordance with the Federal Specifications 00-Z-351. Weight of material shall be 2.28 pounds per foot.

Post Braces

1. Post braces shall be piping of standard weight, schedule forty (40) at all end bays. Plans should clearly specify locations of additional bracings at intermediate posts.

Tension Wire

1. Tension wire shall be spiraled wire, zinc coated of not less than number seven (7) gauge. Ties or clips shall be provided and installed for attaching each wire to the fabric at intervals not exceeding two (2) feet.

Ties and Bands

1. Ties and bands shall be adequate strength and in sufficient number to anchor fabric to post, top rail, tension wire and other locations. Steel ties and bands shall be required no more than eighteen (18) inches apart.

Stretcher Bars

1. Stretcher bars shall be not less than 3/16" x 3/4" and shall be of lengths one (1) inch or less than full height of the fabric with which they are to be used. One stretcher bar shall be provided at each end post. All material shall be zinc coated.

Post Holes

1. Post holes shall be eight (8) inches in diameter and 4'0" deep for three (3) inches O. D. post and shall be six (6) inches in diameter and 3'0" deep for two (2) inches O.D. post.

Concrete

1. All concrete shall be two thousand (2000) PSI.

Gates

1. Gate frames shall be 1 5/8" standard weight schedule forty (40) piping with braces and shall have industrial (pressed steel) hinges
2. Gate hardware: Fork latch with gravity drop for single gate. Center gate stop and drop rod for double gate; malleable heavy industrial box hinges, two per leaf, and hardware for

padlock. If 180 degree hinges are used, they must be adjusted properly and welded in place.

The fencing is to be constructed in some remote areas of the property. This will add several considerations to the level of difficulty and tasks that may be associated with the actual fence building. Complicating issues related to the fence construction, but which may not be inclusive of all variables encountered are:

- Variable soil substrates including rock
- Varying degrees of accessibility
- Uneven terrain
- Steep slopes
- Foot travel packing heavy, bulky fence materials
- Limited vehicle access
- Inclement weather
- Insect and/or wildlife hazards.

The contractor shall conform to all restrictions that may be imposed by the FSFC contract manager and is responsible for contacting the contract manager for any schedule changes and/or issues that would prove of concern to the Florida State Fire College Management Team.

The financial consequences for nonperformance of any of the deliverables as stated above will be in the form of non-payment until such time the deliverable is completed to the satisfaction of the Florida State Fire College Contract Manager.

Attachment B – Cost/Price Response

Please list out itemized costs for:

Permit(s)

Fencing, Gates and required hardware material

Labor

Warranty

Attachment B – Cost/Price Response Summary

** Total Cost of the Contract: \$ _____

** ***This figure will be used for basis of award***

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder and that the Bid is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

BIDDER NAME: _____
(Company)

BIDDER ADDRESS: _____
(City/State/Zip) _____

BIDDER PHONE: _____

BIDDER E-MAIL CONTACT: _____

AUTHORIZED REPRESENTATIVE:
(Printed) _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Attachment C– Reference Form

Client References

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent.

This business reference is for (Respondent's Name):
Name of the person providing the reference:
Title of person providing the reference:
Organization name of person providing the reference:
Telephone number of the person providing the reference:

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).
How many years have you done business with the Respondent?

Please provide dates: _____

If a customer, please describe the primary service the Respondent provides your organization.

Did the Respondent act as a primary provider or as a subcontractor? _____

Do you have a business, profession, or interest in the Respondent's organization?
If yes, what is that interest? _____

Have you experienced any contract performance problems with the Respondent's organization? If so, please describe.

Attachment D– (Optional) Identical Tie Response Certification

In the event of identical tie Proposals, preference shall be given to the Respondent who (check the applicable block) certifies one or more of the following:

____A. The response is from a certified minority-owned firm or company;

____B. A veteran owned business certified according to s. 295.187, F.S.

____C. A Florida-based business having at least one of the following characteristics:

- 1) Fifty-one percent of the company is owned by Floridians; or
- 2) Employs a workforce for this project or contract that is at least 51% Floridians; or
- 3) More than 51% of business assets of the company, excluding bank accounts, are located in Florida.

If not a Florida-based business as defined in paragraph C above, attach a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

____D. The response is from a Florida-domiciled entity

____E. The commodities are manufactured, grown, or produced within this state;

____F. Foreign manufacturer with a factory in the State employing over 200 employees working in the State.

____G. Businesses with drug-free workplace programs. Whenever two (2) or more solicitation Responses which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a solicitation Response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie solicitation Responses will be followed if none of the tied Respondents have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above-selected requirements. (If item E above is selected, subsections "1" through "6" have been met.)

Contractor's Name: _____

Authorized Signature: _____